



Request for Proposals

For

**Maine Education Data Management System
(MEDMS)
Assessment System**

**State of Maine
Department of Education**

July 28, 2004

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1 Administrative Issues

1.1 Introduction/Overview

The Maine Department of Education (MDOE) is in the process of implementing an integrated data management system. This system is called the Maine Education Data Management System (MEDMS). MEDMS is for use by the Department and by local school administrative units (SAUs) (see Appendix G – School Administrative Unit Configuration) in meeting federal and State requirements:

- The federal *No Child Left Behind Act of 2001* (NCLBA) (see Appendix E – Supporting Policy Documents),
- Maine Department of Education Regulations Chapter 125 Basic Approval Standards: Public Schools and School Administrative Units (Chapter 125) (see Appendix E – Supporting Policy Documents),
- Maine Department of Education Regulations Chapter 127 Instructional Program, Assessment, and Diploma Requirements (Chapter 127) (see Appendix E – Supporting Policy Documents), and
- Maine’s proposed adequacy-based school funding formula, known as Essential Programs and Services (EPS).
- FERPA (see Appendix E – Supporting Policy Documents),
- HIPAA (see Appendix E – Supporting Policy Documents),
- All other legislation guiding the MDOE.

Chapter 131 *Maine Learning Results* (see Appendix E – Supporting Policy Documents), known as “the system of *Learning Results*,” provides the academic standards required by the State of Maine. Chapter 125 specifies the data collection and reporting requirements. Chapter 127 specifies the scope of the assessment systems that each SAU must adopt to measure student and school performance of the academic standards.

The Maine System of Learning Results expresses what students should know and be able to do in four grade spans of their pre-kindergarten through twelfth grade education. See Appendix E – Supporting Policy Documents and Appendix H – *System of Learning Results* for detail on the structure of the system of *Learning Results*. The system includes eight Content Areas:

Career Preparation	Modern and Classical Languages
English Language Arts	Science and Technology
Health and Physical Education	Social Studies
Mathematics	Visual and Performing Arts

Each of the Content Areas consists of Content Standards, which are broad descriptions of the knowledge and skills students should acquire. For each Content Standard there are Performance Indicators that help to define in more specific terms achievement of the Content Standard within each of four grade spans:

Pre-kindergarten through second grade (Pre-K-2)
Third and fourth grade (3-4)
Fifth through eighth grade (5-8) and
High school (9-12)

Because different students require different time intervals to master content, no assumption is made about when a standard is to be achieved within a grade span. In addition to the NCLBA requirements, the issuance of a high school diploma will be based on students meeting the standards of these Content Areas. To assist with both NCLBA and diploma certification decisions, the Content Standards are grouped into Content Standard Clusters. All assessment data for a student is captured at the Performance Indicator level, but MEDMS must allow for a variety of data manipulations between and among Performance Indicators, Content Standards, Content Standard Clusters, and Content Areas.

MDOE is developing hundreds of assessments for use by SAUs across the State that are aligned with Maine's *Learning Results* and that are in compliance with the technical standards of Chapter 127. These assessments are web-based and can be found at www.mainedad.org and maptasks.org. By June 2004, each SAU is required to adopt a Local Assessment System using assessments from the MDOE Assessment Database and/or from other sources that also meet the technical standards of Chapter 127.

1.2 Purpose and Scope of Services

In this Request for Proposals (RFP), MDOE seeks proposals for software development for a local assessment data management system integrated with MEDMS and related to student performance on the *Learning Results* Content Areas at the Performance Indicator level as well as the other data specified in this document. In this RFP, the term "data management" is used to mean data collection, storage, access, and analysis. This RFP outlines the specific requirements for the proposed local assessment data management system, which will be referred to as the Maine Education Data Management System Local Assessment System (MEDMS/LAS). The term "requirement" is used in this RFP to mean a statement of functional capability, business rule, or environmental constraint that specifies what MEDMS/LAS must do.

The goal of this RFP is to define the system requirements in a clear manner, focusing on the level of detail and granularity necessary to allow the successful bidder's development team to rapidly begin design. Additional information may be obtained at a bidders conference after the RFP is released. Requirements that do not have sufficient detail and granularity will be refined during the design phase of the project at no additional cost to MDOE. MDOE reserves the right to require the successful bidder to meet with stakeholders identified by MDOE to receive additional guidance regarding the implementation of these requirements.

The primary generalized need for the MEDMS/LAS in MDOE and in SAUs is:

Student Assessment Data: Each school administrative unit will be required to manage significantly more student data beginning in the 04-05 school year to meet State and federal requirements (Chapter 125, Chapter 127, and NCLBA).

MEDMS/LAS must be ready for deployment in SAUs no later than February 15, 2005.

Proposals in response to this RFP should specifically identify the analytical and reporting tools and the cost associated with the tools.

1.3 Objectives

The following objectives will be met by the MEDMS/LAS:

1. Implement MEDMS/LAS or a COTS (Commercial off the Shelf) system as specified in Section 2 by February 15, 2005.
2. Develop and define a repository of interfaces for communication and data exchange between MEDMS and those student information systems (SIS) currently being used for assessment and accountability data collection by SAUs.
3. Utilize browser-based technology for collection of information from SAUs.
4. Consolidate and collect all meaningful data required by Chapter 125, Chapter 127, NCLBA, and the other data systems identified in this RFP, into the MEDMS integrated data structure.
5. Create a data flow model that accommodates complex queries from a variety of perspectives

1.4 Conceptual Architecture

The MEDMS/LAS must be a web application to allow access via the State's Intranet or via the Internet. It may be based upon an existing COTS in production or newly developed in a modular design to allow simplified addition and modification of functions.

1.5 Procurement Timeline

Public Advertisement July 28, 2004
RFP Published..... July 28, 2004
Bidder's Conference August 12, 2004
Proposals Due September 1, 2004

1.6 Bidder's Conference

A bidder's conference will be held at 1:00PM on August 12, 2004 at the following location:

Conference Room 107 (First Floor)
Burton M Cross Office Building
111 Sewall Street
Augusta, Maine

1.7 Administrative Information

- a. The RFP Administrator is:

Jim Rier
Department of Education
23 State House Station
Augusta, ME 04333-0023
E-mail: jim.rier@maine.gov

- b. From the date on which the RFP is released and during the period up to and including the date on which a notice of intent to award is issued, prospective bidders shall contact only the RFP administrator above with regard to this procurement. Direct or indirect attempts by a prospective bidder, its employees, agents or representatives, to contact other representatives of MDOE or other State agencies to obtain information or for other purposes regarding this RFP or the procurement process may result in disqualification of a bidder's proposal.
- c. In **NO CASE** shall verbal communication override written communication. Only written communications are binding on MDOE.
- d. MDOE assumes no responsibility for representations concerning this RFP or procurement, which are, or may be, made by its employees, agents, or representatives prior to the execution of an Agreement, unless such representations are specifically incorporated into this RFP in writing. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing. Any information provided by a bidder verbally shall not be considered part of that bidder's proposal. Only written communications from a prospective bidder and received by MDOE shall be accepted.

1.8 Preparation of the Proposal

The "Official Proposal" shall be typewritten. Changes to the technical proposal may be lined out and initialed. **Bidders shall follow the proposal instructions given in Section 3 of this RFP.**

Section 3 of this RFP requires the use of the Cost Proposal Form that is included with the RFP document as Appendix B – Cost Proposal Forms. Use of these Cost Proposal Forms is **MANDATORY**. Failure to use the mandatory Cost Proposal Form shall be considered unresponsive and shall result in the summary rejection of the bidder's proposal.

All answers that are given to the questions asked in this RFP are subject to verification. Misleading and/or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.

The "Official Proposal" containing the signed, original response to the RFP and **Ten (10)** paper copies, as well as one copy in electronic format using Microsoft Word, shall be delivered in sealed package(s) **no later than 2 pm on Wednesday, September 1, 2004**. The Technical Proposal(s) and general information shall be sealed in one envelope and the Cost Proposal shall be sealed in a separate envelope. The entire package, containing all required response forms and other required information, should be submitted together. All packages shall be clearly labeled with the following information.

- a. Department of Administrative & Financial Services
Division of Purchases
Burton M. Cross Building, 4th Floor
9 State House Station
Augusta, Maine 04333-0009
- b. Maine Education Data Management System Local Assessment System (MEDMS/LAS)

- c. Bidder's Name and Address
- d. Name of Contact Person, Telephone Number, Fax Number, and Email Address
- e. Project Title and RFP Number
- f. Proposal Due Date, and Time

Technical Proposals, General Information, and Cost Proposals: In addition, if multiple packages per proposal are used, the packages comprising the complete proposal shall be numbered in the following fashion: 1 of 4, 2 of 4, and so on. The original proposal shall be clearly labeled "Official Proposal" and all copies shall bear the labels "Copy 1" through "Copy 10."

If a bidder submits more than one (1) proposal, the bidder shall submit a separate Technical Proposal and a separate Cost Proposal for each proposal submitted. Each proposal shall be separately packaged and labeled as required herein.

1.9 RFP Changes and Addenda

In the event it becomes necessary to revise any part of the RFP prior to the scheduled submittal date, an amendment or an addendum shall be issued to all potential bidders who have received this RFP, consistent with any amendment timelines required by the Division of Purchases.

1.10 Rejection of Proposals

MDOE reserves the right to accept or reject any part of any proposal, and to accept or reject any or all proposals without penalty for any one of the following reasons:

Section 1. Failure to deliver the proposal by 2:00 p.m. on the due date.

Section 2. Failure to include the required Cost Proposal Forms signed by an officer of the company submitting the proposal.

Section 3. Failure to include the Cost Proposal in a separate sealed envelope.

Section 4. Failure to follow the proposal format instructions as specified.

1.11 Certification of Independent Price Determination

By submission of a response to this RFP, the bidder certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

- a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any competitor.
- b. Unless otherwise required by law, the prices, which have been quoted in this proposal, have not been knowingly disclosed by any prospective bidder and shall not knowingly be disclosed by the bidder prior to the notice of intent to award, directly or indirectly to any competitor.
- c. No attempt has been made, or shall be made, by a bidder to induce any other person or firm to submit, or not to submit, a proposal for the purpose of restricting competition.

- d. Each person signing this proposal certifies that:
 1. He/she is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein.
 2. He/she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decision.
 3. The offer made by the submitted proposal, and an officer of the offering firm shall sign any clarifications to that proposal or a designated agent empowered to bind the firm in an Agreement.

1.12 Withdrawal of Proposals

Proposals may be withdrawn, modified, and resubmitted at any time prior to the time set for the receipt of Proposals.

1.13 Disposition of Proposals

Written proposals submitted in response to the RFP (including the recording and any transcriptions of oral presentations by bidders) become the property of the State, regardless of whether MDOE rejects any or all of the proposals. The proposals shall not be returned to bidders, except as specified in this RFP.

1.14 Disclosure of Proposal Content

According to State procurement law, the content of all proposals, correspondence, addenda, memoranda, working papers, or any other medium which discloses any aspect of the request for proposals process will be considered public information when the award decision is announced. This includes all proposals received in response to this RFP, both the selected proposal and the proposal(s) not selected, and includes information in those proposals that a bidder may consider to be proprietary in nature. Therefore, the State makes no representation that it can or will maintain the confidentiality of such information.

1.15 Clarifications and Releases

MDOE may, but is not required to, request a bidder to clarify in writing any and all aspects of a proposal; however, bidders will not be allowed to alter or amend their proposals through the clarification process. MDOE reserves the right to contact and to discuss a bidder's performance with the bidder's other clients and former clients.

1.16 Proposal Evaluation and Award

All proposals submitted shall be evaluated in accordance with the requirements set forth in Section 4 of the RFP. Any Agreement resulting from this RFP and the subsequent evaluation process shall not necessarily be awarded to the bidder with the lowest price on an individual option basis. Instead, the Agreement shall be awarded to the compliant bidder who has accumulated the most points in accordance with the evaluation criteria outlined in Section 4.

The RFP as well as the successful bidder's response to the RFP, together with all addenda and clarifications shall become part of the contractual obligation and shall be incorporated by reference into the ensuing Agreement with the successful bidder.

1.17 Gratuities

The laws of Maine provide that it is a felony to offer, promise, or give anything of value or benefit to a State employee with the intent to influence that employee's acts, opinion, judgment, or exercise of discretion with respect to that employee's duties. Evidence of violations of this statute will be reported to the appropriate prosecuting attorney.

1.18 Irrevocable Letter of Credit

An irrevocable letter of credit in the amount of twenty-five percent (25%) of the total amount of the resulting Agreement is required by the State to assure the successful bidder's faithful performance of the specifications and conditions of the Agreement. Bidders must submit, as part of the proposal, documentation from the party issuing the letter of credit, certifying that the issuing party is licensed to do business in the State of Maine, and that the bidder could secure an irrevocable letter of credit in the amount equal to twenty-five percent (25%) of the Agreement amount, if selected as the Successful bidder. The letter of credit is to remain in force until project completion and the written acceptance by the State of all deliverables under the Agreement. No Agreement will be executed until the letter of credit is issued. The letter of credit will be procured at the expense of the successful bidder, and will name the State as the obligee. The letter of credit will be forfeited in whole or in part, as appropriate, under the following circumstances:

1. If the Agreement is terminated during the Agreement life for cause,
2. If the Agreement is terminated during the Agreement life for breach of Agreement, or
3. If the successful bidder becomes insolvent during the term of the Agreement.

1.19 Conflicts Between Terms

MDOE reserves the right to accept or reject any exception taken by a bidder to the terms and conditions of this RFP. Should a successful bidder take exception to the terms and conditions required by the State, the bidder's exceptions may be rejected and the entire proposal declared non-responsive. These exceptions should be noted conspicuously and noted as exceptions to the RFP. MDOE may elect to negotiate with the successful bidder regarding Agreement terms that do not materially alter the substantive requirements of the RFP.

1.20 Maine Statutes and Rules

Maine Department of Administration and Financial Services Reg. 110 sets forth procedures for State of Maine procurement under which this RFP is issued. The terms and conditions of this RFP and the resulting Agreement(s) or activities based upon this RFP shall be construed in accordance with the laws of Maine.

1.21 Costs of Preparation of Proposal

No payments shall be made to cover direct, indirect or associated costs incurred by a prospective or successful bidder in the preparation of its proposal(s) in response to this RFP or any other submission made under this RFP.

1.22 News Release

News releases or other materials made available to the public, a bidder's clients, or potential clients pertaining to this procurement or any part of the proposal shall not be made without the prior written approval of MDOE.

1.23 Miscellaneous

MDOE reserves the right to accept or reject any or all proposals without penalty.

MDOE reserves the right to waive minor deficiencies and informalities if, in the judgment of MDOE, its best interests will be served. Failure to comply with a mandatory requirement is not a minor deficiency or informality that will be waived.

2 Operating Environment and General Requirements

2.1 Overview of Schematics

The technical specifications and functional requirements in this RFP are organized in subsections that mirror the logical grouping of process flows of the system. A diagram demonstrating the logical flow of the proposed MEDMS/LAS is included as Appendix C – Detailed Logical Flow Of The Proposed MEDMS/LAS. The logical process flow of the system consists of the following 5 groupings, numbered to match the relevant subsection numbers as described in this Section of the RFP:

Section 2.3 Security: This group of logical process flows represents the activities and functionalities needed to enforce the required security and confidentiality requirements. Security is an infrastructure functionality that is a part of each of the functional groups.

Section 2.4 Data Extraction, Transformation, and Load: This group of logical process flows represents the activities and functionalities needed to integrate currently available information with the MEDMS/LAS information. The purpose of this functional group is to minimize data entry for required information, to facilitate access the MDOE Assessment Database, and manage student results on assessments that are part of each SAU's Local Assessment System.

Section 2.5 Functional Administration and Setup: This group of logical process flows represents the activities and functionalities needed to create and manage the local SAU Assessment and Accountability System.

Section 2.6 Conducting, Managing, and Data Entry of All Components of the Assessment and Accountability System: This group of logical process flows represents the activities and functionalities related to the actual execution of the local SAU Assessment and Accountability System at the school, classroom, and individual student levels.

Section 2.7 Data Analysis, Access, Queries, and Reports: This group of logical process flows represents the activities and functionalities related to analysis of the information collected at the SAU, school, classroom, and individual student levels.

Key to the Process Flow Schematics in Appendix C:

Not every Process Step (rectangular boxes) implies automation by the MEDMS/LAS. These steps are listed in the schematic to communicate the overall business processes required to meet the objectives of the NCLBA, Chapter 125, and Chapter 127.

Process Steps (rectangular boxes) marked with a black triangle on the bottom right corner specifically identify automation responsibilities and requirements for MEDMS/LAS. These specific MEDMS/LAS automation responsibilities and requirements are described in subsequent sections of this RFP.

2.2 Technical Requirements Overview

MDOE requires MEDMS/LAS to integrate and complement existing information infrastructures and to allow for integration of future development tools. MEDMS/LAS shall be a WEB based, 3-tier browser-based solution, using at a minimum MS Internet Explorer 5.0 or higher, and Apple Safari. Bidders may offer an existing COTS product or may make a strong justification for specific items in this section for which they recommend employing a 2-tier client server solution. However, those items should be the exception, and MDOE reserves the right to reject any COTS or 2-tier solution and defer to a 3-tier browser-based solution, as specified.

2.2.1 MDOE Technical Hardware and Software Requirements

Item #	Requirement Text
1	Database Server. The system shall integrate with the MEDMS MS SQL Server database. The database is supported by and housed at the Bureau of Information Services (BIS) and supports TCP/IP based communications. Any additional Relational Database Management System (RDBMS) licenses and server peripheral components required to support the selected solution shall be obtained through existing State Agreements by MDOE. These components must be identified in the proposal, but MDOE will price them independently.
2	Client Workstations. The system shall accommodate users accessing the system using either laptop or desktop hardware running Windows 98, Windows 2000, Windows XP or Macintosh OS 9.0 and above. Standard software products include MS Office 2000 and Office XP for desktop services (and future releases) and MS Internet Explorer 5.0 WEB Browser (and future releases) and Apple Safari 1.2 (and future releases).
3	Network Services. The system shall accommodate users with a minimum 56kBps-based Internet connection, which applies to all schools and SAUs.
4	Data Integrity and Validity. The system shall provide the ability to check data integrity and validity via various cross-referencing field verification checks.
5	Reduce Redundant Data Entry. The system shall provide the ability to reduce redundant and irrelevant data entry and use forced choice entry techniques where applicable.
6	Associated Attachments. The system shall provide the ability to store all associated attachments in a central database, and make them accessible through the application.
7	Microsoft Office Compatibility. The system shall provide the ability to utilize Microsoft

	Office 2000 and its evolutionary replacement for narratives, summaries, and face sheets (detailed history documents).
8	Data compatibility. The system shall provide the ability to import and export data from various student information systems (SIS) and local assessment systems (LAS) used by SAUs throughout the State, so long as the SIS and LAS are in SIF data format (See Appendix D). For school units that do not use a SIS or LAS that uses SIF data format, MEDMS/LAS shall provide the capability for the school unit to enter data into the system by completing electronic web based data collection forms.

2.2.2 Training and Documentation Requirements

Item #	Requirement Text
1	The successful bidder shall be responsible for providing all User Manuals and System Administration manuals.
2	The successful bidder shall meet the MDOE and the State of Maine ISPB standards for technical and program documentation.
3	The successful bidder shall be responsible for the development of the training material needed to support the System Administrator Training and the User Training sessions.
4	The successful bidder shall be responsible for up to 2 weeks of Systems Administration Training.
5	The successful bidder shall be responsible for up to 2 weeks of User Training at locations throughout the state. It will be the obligation of MDOE to identify trainers and to support end-user training
6	The successful bidder shall provide to MDOE all necessary documentation to facilitate ongoing maintenance of the system after implementation.

2.3 Security Requirements

General Security Requirements. All security requirements of MEDMS/LAS will be governed by the State of Maine Information Technology Security Policy, as adopted by the Information Services Policy Board. The requirements to manage the security and access Section of this RFP (subsection 2.3.2) define the functionality to ensure the data concurrency and security in the MEDMS/LAS. Security of MEDMS/LAS must provide uniform roles throughout the system that ensure data integrity. Security shall be provided using the concept of application areas, each of which shall have application pages. The system shall also identify the page controls within each application page. Different privileges shall be defined on application areas, application pages, and page controls to ensure a comprehensive security for the application. The baseline security and confidentiality requirements are defined in Chapter 125 §12.01 for students and §12.03 for personnel and all other applicable mandates.

2.3.1 Logging and Access Rights

Item #	Requirement Text
1	MEDMS/LAS shall provide the capability to log into the system.

2	MEDMS/LAS shall require the user's user name and password to log into the system.
3	MEDMS/LAS shall mask the password as the user types in the password.
4	MEDMS/LAS shall provide the capability to limit the number of log on failed attempts and then direct the user to a page indicating that log on failed.
5	MEDMS/LAS shall require the user to enter a new password if the old password has expired.
6	MEDMS/LAS shall provide the capability to notify the user if the user name or password is not valid.
7	MEDMS/LAS shall meet the baseline security and confidentiality requirements outlined in Chapter 125 §12.01 and §12.03 and other applicable mandates.

2.3.2 Managing Security and Access

Item #	Requirement Text
1	MEDMS/LAS shall provide the capability to add, change, or delete roles.
2	MEDMS/LAS shall provide the following roles: SAU Administrator and MDOE System Administrator. The SAU Administrator manages users and organizational settings. The MDOE System Administrator manages organizations, overall security and the overall system configuration and settings.
3	MEDMS/LAS shall ensure that the system roles cannot be deleted.
4	MEDMS/LAS shall provide the capability to associate roles with a user.
5	MEDMS/LAS shall provide the capability to assign a role to an application area using a security setting of: <ul style="list-style-type: none"> • View only • Update/View
6	MEDMS/LAS shall provide security and administrative access distributed to users that works in conjunction with centralized administration.
7	MEDMS/LAS shall provide the capability for the System Administrator to create organizations. Organizations may be hierarchical.
8	MEDMS/LAS shall provide row level security using the underlying relationships between the users and organizations.
9	MEDMS/LAS shall provide the maximum access rights when a user is associated with multiple roles in one SAU. For example, a teacher who is also a principal shall have principal access rights. However, access rights for a user associated with multiple roles in more than one SAU shall be limited to the access rights of the role for each SAU. For example, a teacher who is a principal in a different SAU shall have teacher access rights in the SAU where employed as a teacher, and principal access rights in the SAU where employed as a principal.
10	MEDMS/LAS shall allow SAU users access to their own students' assessment data based on job function within the SAU: <ul style="list-style-type: none"> • Superintendent/Central Office users: access all data of all students who are educated in the SAU, and all students who reside in the SAU but are educated outside the SAU at public expense.

	<p>NOTE: non-resident transfer students are considered residents of the SAU where they are educated, as specified by the transfer agreement.</p> <ul style="list-style-type: none"> • School building administrators: access assessment data of students within that school. • Teachers: access assessment data of students for whom they are responsible.
11	MEDMS/LAS shall allow SAU users access to student assessment data based on dates of enrollment in a particular school. As a student moves to another school, the proper access to data shall follow the student to the new set of SAU users.
12	MEDMS/LAS shall allow SAUs to manage access rights to student assessment data.
13	<p>MEDMS/LAS shall allow Superintendents to report to MDOE on student performance on the <i>Maine Learning Results</i>. This reporting at a minimum will include the following:</p> <ul style="list-style-type: none"> • Individual student performance • Grade level performance • School level performance • SAU level performance • State level performance.
14	MEDMS/LAS shall provide the capability to enter the number of days that passwords are valid.
15	MEDMS/LAS shall provide the capability for users to control who has access to results of queries.
16	<p>MEDMS/LAS shall provide the capability to monitor and control access to data:</p> <ul style="list-style-type: none"> • Audit trail • Log on control.

2.3.3 Security Requirements for SAUs

Item #	Requirement Text
1	<p><i>Security and Confidentiality Specific to Teachers and Authorized Central Office Administrators (Program Director, Curriculum Coordinator, Superintendent and Assistant Superintendent):</i></p> <p>MEDMS shall provide the capability for classroom information to be restricted to teachers and authorized users, shall provide the capability to share information when students have more than one teacher, and shall provide guidelines for exporting or transferring “raw” electronic data to external destinations when a student transfers to another SAU or to a private school at public expense.</p>
2	<p><i>Security and Confidentiality for School Building Administrators:</i></p> <p>MEDMS shall provide the security capabilities to support intra-year transfers from one SAU or school to another. When a student transfers, the release of information must be triggered by enrollment in the new school. The security system shall permit the receiving school to access the sending school’s historical information about that student, while denying the sending school access to any new information entered by the receiving school.</p>

2.4 Data Extraction, Transformation, and Load (ETL) and Integration Requirements

2.4.1 Overview of ETL

MEDMS shall provide the capability to Extract, Transform, and Load (ETL) into the MEDMS database the essential MEDMS/LAS data requirements from SAU data sources, to enable SAUs to capture data points needed for reporting by the specified deadlines. MDOE will only consider proposals that address these essential MEDMS/LAS ETL data requirements and that include these costs in the Cost Proposal Forms Section of Appendix B –Cost Proposal Form.

2.4.2 Ability to ETL and Integrate Specified SAU and MDOE Data

Item #	Requirement Text
1	MEDMS/LAS shall have data entry capabilities to receive information from SAUs that have no LAS, or whose LAS does not provide SIF data format.
2	MEDMS/LAS shall have the ability to receive batch information from SAUs that have a LAS system.
3	MEDMS/LAS shall have the ability to capture assessment data from the 10 public schools not in SAUs: <ul style="list-style-type: none"> • Education in the Unorganized Territories (EUT): 6 schools administered by MDOE • Long Creek Youth Development Center and Mountain View Youth Development Center operated by the Department of Corrections • Governor Baxter School for the Deaf (with an independent board) • Maine School of Science and Mathematics (with an independent board).
4	MEDMS/LAS shall have the ability to capture data from the 60% schools and private schools that choose to send their data to MDOE.

2.4.3 Exporting Interface Functional Requirements

This functional area is intended to focus on the ability of the LAS to integrate with SIS systems and to export data sets. The exporting of data may take place in several locations throughout MEDMS.

Item #	Requirement Text
1	MEDMS/LAS shall have the ability for SAUs to export student performance on assessments from the SAU Local Assessment System: For all levels of the system of Learning Results, as follows: <ul style="list-style-type: none"> • Performance Indicator • Content Standard • Content Standard Clusters • Content areas • By student, teacher, school, and SAU • On the MEA and other assessments included in the Local Assessment System of an SAU.
2	MEDMS/LAS shall have the ability for SAUs to export data in a flat file (CSV) format that can be integrated with other information available at the SAU level. Security requirements

Item #	Requirement Text
	shall certify that student identifiable data can only be released to the appropriate users.

2.5 Functional Administration and Setup Requirements (General Administration and Setup Requirements)

Item #	Requirement Text
1	MEDMS/LAS shall have the ability to track student assessment results by Performance Indicator, though no student will be assessed on all Performance Indicators for a Content Area and grade span.
2	The MEDMS/LAS Database shall be a repository of assessments and their attributes. Assessment attributes are as follows: <ul style="list-style-type: none"> • Type of Assessment • Name of assessment • Maximum points for each Performance Indicator • Maximum points for each Content Standard • Maximum points for each Content Standard Cluster • Maximum points for each required Content Area • Grade span assessed • Maximum points possible for the assessment.
3	MEDMS/LAS shall have the ability to flag assessments administered at a grade span other than the specified grade span.
4	MEDMS/LAS shall have the ability to link an assessment that has been adopted by a school board as part of a Local Assessment System to just one grade span (Pre-K-2, 3-4, Pre-K-4, 5-8, 9-12).
5	MEDMS/LAS shall have the ability to link an assessment that has been adopted by a school board as part of a Local Assessment System to at least one Content Standard Cluster.
6	MEDMS/LAS shall have the ability to record student results in the MDOE format of whole number points up to the maximum specified for each assessment.
7	MEDMS/LAS shall have the ability to track student results for one assessment that provides evidence of performance on multiple Performance Indicators, Content Standards, Content Standard Clusters, and Content Areas.
8	MEDMS/LAS shall have the ability to track the assessment type specified for each assessment in categories to be established by MDOE.
9	MEDMS/LAS shall have the capability for SAUs to determine the specific grades within a grade span at which an assessment is to be conducted, and what flexibility exists for special education students. The SAU decision is captured as part of the Local Assessment System. For example, an SAU can adopt Assessment A, which is designed for grade span 5 – 8. One school in the SAU can administer it at grade 6 and another at grade 7. In addition to the grade span attribute, each assessment (including Assessment A in this example) will specify in the Local Assessment System the local determination of the grade at which it will be administered for each school.
10	MEDMS/LAS shall have the ability to attach a hyperlink to a local or MDOE LAD/MAP Assessment. The hyperlink can connect to an image, a word processing document, or a spreadsheet. The key objective of the attachment is to provide additional information about

Item #	Requirement Text
	an assessment that may be needed by a teacher in making decisions about which assessments to administer to a student or group of students who require repeated assessment of a Content Area based on performance on the original assessment.
11	MEDMS/LAS shall capture the score at the Performance Indicator level and automatically accrue all Performance Indicator scores to the Content Standard, Content Standard Cluster, and Content Area, according to MDOE rules.
12	MEDMS/LAS shall provide the ability for an SAU to enter the attributes for any assessment that is adopted as part of a Local Assessment System and that is not from the MDOE LAD/MAP Assessments. NOTE: Each SAU will adopt its own Local Assessment System, which is a specific collection of assessments and associated rules and guidelines, selected in accordance with MDOE criteria and in compliance with Chapter 127.
13	MEDMS/LAS shall have the ability to manage changes in any Local Assessment System over time (i.e., Version Control and audit trail capabilities): <ul style="list-style-type: none"> MEDMS/LAS shall be able to report on data collected over time and across different versions of the same assessment. MEDMS/LAS shall be able to flag an assessment in the Local Assessment System as inactive, as part of the Version Control. Local Assessment System items that are inactive cannot be “deleted” as there will be historical data associated with the assessment.
14	MEDMS/LAS shall provide a very flexible search engine for any assessment in the MDOE LAD/MAP Assessments and in any Local Assessment System using any attribute of an assessment. This shall include the ability to search using any part of the system of <i>Learning Results</i> as a search criterion as well as the timeframe during which an assessment is part of a Local Assessment System (e.g., the ability to search for all actively used MDOE assessments in any Local Assessment System between 1/1/2005 and 6/1/2005, that were cross-walked to a specific Content Area and grade span). This flexible search engine shall only be available to authorized end-users, and not to citizens.

2.6 Managing Data and Data Entry for All Components of the Assessment and Accountability System (Ability to Manage Assessment and Accountability System Results)

Item #	Requirement Text
1	MEDMS/LAS shall have the ability to track the results on assessments that are required for all students, replacements of assessments previously administered, as well as assessments that are optional based on the performance of an individual student. All such assessments will be part of the SAU’s Local Assessment System adopted by the School Board by June 2004.
2	MEDMS/LAS shall provide the user with a search capability to query the various components of the SAU’s Local Assessment System. This search capability is restricted to assessments that are part of the Local Assessment System for the SAU in which the teacher is employed. This is not a global search capability as described in Section 2.5 Item #14.
3	MEDMS/LAS shall have the capability to enable the SAU to restrict or enable a user’s

Item #	Requirement Text
	authority to administer any assessment that is part of the Local Assessment System for the grade span.
4	MEDMS/LAS shall have the capability to ensure that no one other than the locally authorized user(s) has update access and authorization for individual student results for assessments in the Local Assessment System. This requirement means that the system shall be capable of maintaining information about the relationships between courses and teachers. NOTE: MDOE has the sole responsibility to data update/entry for the MEA and GLE.
5	MEDMS/LAS shall have the ability to enter assessment results for individual students at the Performance Indicator level. These scores will be numeric values as specified in the attributes of the assessment.
6	MEDMS/LAS shall have the ability to enter the scores for multiple administrations of the same assessment and/or replacements of previous assessments. The system shall be capable of selecting the most recent score for certification purposes.
7	MEDMS/LAS shall have the ability to indicate that the assessment is incomplete and the reason that the student missed it (selected from, at most, four reasons).
8	MEDMS/LAS shall have a user interface to input student scores that allows a user to enter results for each assessment for the multiple Performance Indicators it measures and to easily transition from one student record to the next.
9	MEDMS/LAS shall have the ability to apply the MDOE certification algorithm to student performance on multiple assessments. For example, the MDOE certification algorithm may indicate the percentage of "Meets the Standards" that a student must get within a Content Area or Content Standard Cluster in order to satisfy certification requirements. By applying the algorithm, a user will be able to determine if a student has satisfied the requirements or is lacking evidence of meeting a particular Content Standard Cluster.
10	MEDMS/LAS shall have the ability to combine MEA scores with LAS scores when it benefits the student in achieving content area certification. The MEA score should count no less than 15% and no more than 20% of the value of the LAS and MEA combined.
11	MEDMS/LAS shall have the ability to list students who have not met performance standards and to identify which Content Standard Cluster(s) they have not yet met.
12	MEDMS/LAS shall have the ability to view and determine where a student stands in completing the required assessments, and the student's overall progress towards meeting the Content Standard Cluster.

2.7 Data Analysis, Access, Queries and Reports (General Data Analysis, Access, Queries, and Reporting Requirements)

Item #	Requirement Text
1	MEDMS/LAS shall allow SAU users to query and to report, both internally and to MDOE, on student performance on the Content Areas of the system of <i>Learning Results</i> . This reporting shall be maintained historically at the following levels: <ul style="list-style-type: none"> • Individual student performance by grade span • Individual student performance by content standard cluster • Grade level performance in reading and mathematics • School building performance by grade span

Item #	Requirement Text
	<ul style="list-style-type: none"> SAU performance by grade span Disaggregated school reporting, so long as subgroup size thresholds are exceeded, by specified racial/ethnic subgroups, by poverty status, by special education status, by migrant status, by homeless status, and by the other subgroups included in the demographic data in the MEDMS.
2	MEDMS/LAS shall allow users to query and generate individual student LAS report cards.
3	<p>MEDMS/LAS shall be capable of supporting flexible definitions (e.g., Reference Information and Lookup Values) of types of schools and school units, such as:</p> <ul style="list-style-type: none"> High schools and vocational regions/centers Middle schools including many different ranges of grades Multiple types of configurations of schools within SAUs Regional alternative schools

2.8 Additional Requirements

Item #	Requirement Text
1	MEDMS/LAS shall have the ability to identify the source (MAP, LAD or Local) of assessments that are required for all students.
2	MEDMS/LAS shall have the ability to identify the type of administration (regular, with accommodations, or alternate) of assessments.
3	MEDMS/LAS shall provide scores for each performance indicator utilizing the 4-point scale.
4	MEDMS/LAS shall have the capability to identify certification sets of assessment separately from all others.
5	MEDMS/LAS shall have the capability to round percentage calculations to n decimals.
6	MEDMS/LAS shall have the ability to capture administrator comments along with individual student scores on each performance indicator.
7	MEDMS/LAS shall have a comprehensive context sensitive user guide.

3 Instructions For Submitting Proposal

3.1 Cover Letter

Provide a cover letter to the proposal that includes the following:

3.1.1 Name and Address

Provide the name and address of the prime bidder. Names and addresses of all subcontracted providers must also be included.

3.1.2 Guarantee

Provide a statement guaranteeing that the bidder can and will meet the February 15, 2005 deadline for the project.

3.1.3 Signature

Provide a signature and title, in the cover letter, of the person empowered to bind the prime bidder.

3.2 Technical Proposal

Submit a technical proposal explaining how the bidder will meet the requirements detailed in Section 2 of this RFP. Proposed solutions must be correlated, by number, to the appropriate sections outlined in Section 2.

Identify and describe in detail the hardware and software necessary to install, run, and support the system being proposed.

If any component of the proposed system is not compatible with the development and operating environments documented in Section 2.2 of this RFP, the bidder must indicate what additional tools and equipment will be required and include an estimate for the procurement, installation, and support of these tools and equipment. In the event the provider cannot guarantee a February 15, 2005 implementation date, a proposed implementation date is required. MDOE is under no obligation to consider a proposal that does not comply with section 3.1.2, but may do so at its discretion based on the number and quality of responses.

Provide a warranty of at least one year on the system and all products provided by the bidder. The warranty period shall cover the diagnosis and fixing of all system features and functions that do not operate as stated in this RFP and the bidder's documentation.

The bidder must also provide a warranty that the software used to implement the system proposed is bug free for a period of one year after the product is delivered in final form or until MDOE enters into an Agreement with another vendor for further modifications of the software, whichever is shorter. This means that once the software is delivered, the bidder must be willing to fix, at no charge to MDOE, any faults the software may exhibit for a period of one year. Should MDOE execute an Agreement with another vendor for work that will change any of the coding delivered under this Agreement before the one year has elapsed, the software warranty referred to herein would be null and void.

3.3 Work Plans and Timelines

Provide a description of how the bidder plans to interact with MDOE staff and bidder requirements of MDOE.

3.3.1 Project Work Plan

Provide a work plan outlining the steps being taken in each category:

- Design, Development, Implementation, Acceptance Testing and Production Cutover and Stabilization to meet the February 15, 2005 implementation date.

The work plan must include:

- The steps required;
- Detailed descriptions of the deliverables in each step;

- The level of effort for each deliverable;
- Proposed time frames;
- Bidder staff requirements; and
- MDOE staff requirements including skill levels required, and time commitments to accomplish a successful implementation of the system, including conversion of MDOE data, and customizations needed to meet MDOE business needs.
- How the bidder will provide the necessary interaction with MDOE staff to help modify workflows around the proposed system and define and implement required enhancements.

3.4 Bidder Qualifications

Provide a brief history of the bidder's company including a general company overview, background, and ownership.

If this is to be a joint bidder proposal, or the bidder intends to utilize the services of a subcontractor or subcontractors, include a narrative description of the considerations and benefits of such an approach.

3.4.1 Bidder Experience

3.4.1.1 Systems Development Experience

Provide a detailed narrative description of the bidder's experience with data systems development and support within the last three (3) years; identify the application development methodologies used and include the dates when services were provided.

3.4.1.1.1 COTS Experience/Application Service Provider Experience

Provide a detailed narrative of the Bidder's experience with the offered product and/or experience in the last three years providing application services remotely to customers.

3.4.1.2 Project Commitment

Describe the current project commitment, and the total number of full-time employees being dedicated to this project for MDOE.

3.4.1.3 Bidder Staff Qualifications

The bidder must commit dedicated, skilled personnel to MDOE to provide professional services. MDOE shall retain the right to reject any of the Provider's employees whose qualifications, in the reasonable, good faith judgment of MDOE, do not meet the standards established by the Department as necessary for the performance of the Agreement. During the course of the Agreement, the Department reserves the right to require the Provider to reassign or otherwise remove any Provider employees found unacceptable by Department. The bidder must provide a completed list of qualified employees and/or subcontractors who will work on this project, and an outline of the structure of the team and the names of specific key employees that will be

assigned to work on this project. Bidder staff qualifications must be completed and submitted with the proposal. Failure to do so will result in a bidder losing points in the scoring process.

3.4.1.4 Client References

Provide a comprehensive list of clients, including contact information, for whom the bidder has provided similar services within the last three (3) years; include the dates when services were provided. MDOE may contact clients from the list as references for the bidder.

3.4.2 Financial Responsibility

Provide financial documentation as evidence of adequate financial stability. In the event a bidder is either substantially or wholly owned by another corporate entity, the bidder must also include the most recent detailed financial report of the parent organization and a statement that the parent organization will unconditionally guarantee performance by the bidder on each and every term, covenant, and condition of such Agreement as may be executed by the parties. Any proposed subcontractors, whose percentage of work to be performed (measured as percentage of total Agreement price) equals or exceeds 20 percent, must submit the required information also.

3.4.2.1 Financial Summary

Provide a financial summary of financial performance over the most recent three (3) years of operation, including the following:

Highlights of the year:

- Revenue
- Net Operating Income
- Earnings Before Income Taxes

At year end:

- Total Assets
- Working Capital
- Long Term Debt
- Stockholders Equity
- Number of Employees

3.4.2.2 Financial Stability

One of two responses is required in this subsection, depending upon whether the firm is publicly held (section 3.4.2.2.1) or not section 3.4.2.2.2). Additionally, all proposals must include response to the requirements of Section 3.4.2.2.3.

3.4.2.2.1 Publicly Held

If the bidder is a publicly held corporation, enclose a copy of the corporation's most recent three (3) years of audited financial reports and financial statements and the name, address and telephone number of a responsible representative of the bidder's principal financial or banking organization. The bidder must also disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals that might materially affect the viability or

stability of the organization; or warrant that no such condition is known to exist. The bidder must submit a complete Dunn and Bradstreet credit report dated not more than thirty (30) days prior to the proposal submission. If this requirement is not met, the bidder must explain why and the Evaluation Committee will consider this during the evaluation.

3.4.2.2.2 Not Publicly Held

If the bidder is not a publicly held corporation, the bidder may either comply with the preceding subsection or:

- a. Describe the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information in such a manner that the Evaluation Committee may reasonably formulate a determination about the stability and financial strength of the organization;
- b. Provide a banking reference;
- c. If available, provide a complete Dunn and Bradstreet credit report dated not more than thirty (30) days prior to the proposal submission; and
- d. Disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals that might materially affect the viability or stability of the bidding organization; or warrant that no such condition is known to exist.

3.4.2.2.3 Change In Ownership

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, describe the circumstances of such change and indicate when the change will likely occur.

3.5 Cost Proposal

It is estimated that available funding for this project will be approximately \$1.0 million. Bidders are requested to take this into consideration when preparing the proposal to maximize the value of the work proposed.

Bidders are required to give a firm, fixed price quotation for the work to be done to complete this RFP. This RFP is to be based on fixed discrete, concrete deliverables (consistent with the Appendix B – Cost Proposal Forms format). As part of negotiating an Agreement, a formal, written payments process will be identified and indexed to these deliverables with an acceptance sign-off procedure based on the cost proposal submitted.

Costs for the proposal completed by February 15, 2005.

Costs must be allocated to the following sequential parts of the project.

- Design,
- Development,
- Implementation,
- Acceptance Testing, and
- Production Cutover and Stabilization.

For each of these parts of the project the identified costs should be attributed to the deliverables that are included in the project work plan as outlined in section 3.3.1 of this RFP.

Cost Proposals must also include associated costs for hardware and software necessary to implement the system. Cost Proposals must be on the form provided in Appendix B –Cost Proposal Forms.

3.6 Bidder Comments

Bidders are encouraged to include any comments that might further clarify their proposal.

3.7 Proposal Organization

To ensure consistency of presentation, to ensure that MDOE personnel can easily find required information, and to ensure that all requirements have been addressed MDOE requests that proposals be organized as follows:

- a. Cover Letter as described in Section 3.1
- b. Technical Proposal as outlined in Section 3.2
- c. Work Plans and Timelines as outlined in Section 3.3
- d. Bidder Qualifications as outlined in Section 3.4
- e. Cost Proposal as outlined in Section 3.5 in separate sealed envelope (Appendix B –Cost Proposal Forms)

4 Proposal Evaluation Process

4.1 Proposal Evaluation Process

An Evaluation Committee consisting of MDOE personnel and consultants will evaluate all responses to this RFP. Accepted proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received by the date and time specified in **Section 1.8 Preparation of the Proposal** with the correct number of copies and the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements could result in the proposal being rejected and not included in the evaluation process.

Upon receipt, the proposal information will be disclosed to the Evaluation Committee members only. Bidders may not contact members of the Evaluation Committee except at the request of the MDOE contract administrator.

4.2 Evaluation Of Proposals

Accepted proposals will be evaluated by the Evaluation Committee based on the bidders' responses to the requirements detailed in Section 2. Scoring shall include information obtained by reviewing the bidder's proposal documents, and contacting references. The

Evaluation Committee shall be under no obligation to contact bidders for clarification of proposals, but shall reserve the right to do so at any time prior to Agreement award.

At the option of the Evaluation Committee a test and evaluation (T&E) may be conducted. Each proposal will be evaluated on the basis of the categories below. A point score will be established for each response in each category. Based on the results of the evaluation, the proposals determined to be most advantageous to MDOE, taking into account all of the evaluation factors, will be selected by MDOE.

1. Bidder Qualifications: Total Possible: 25 pts
 - Qualifications of bidder employees or subcontractors assigned to work on this project
 - Client list from the past three (3) years from which MDOE may select references
2. Demonstrated Understanding of RFP Section 2 requirements Total Possible: 45 pts
 - Strategy and work plan
 - Ability to meet specified deadlines
 - Outline of the work, demonstrating satisfaction of all technical requirements or alternatives suggested
 - Clarity of proposal
3. Cost Total Possible: 30 pts

RFP Total Possible: 100

4.3 Test and Evaluation

One or more of the bidders who achieve the highest score (the finalists) may be required:

1. To provide a live demonstration of its proposed solution, preferably in an educational setting;
2. To make its solution available to a MDOE-designated team who will conduct a series of hands-on tests to evaluate functional capabilities as pertain to the goals of this RFP; or
3. Both 1 and 2.

The need, if any, for this Test and Evaluation (T&E) stage will be determined by the Evaluation Committee after completing the evaluation of proposals specified in Section 4.2 of this RFP. For this stage of the evaluation and at short notice (perhaps as soon as 3 business days), each finalist must be prepared to make its proposed solution available to the Evaluation Committee at a bidder site agreed upon by the bidder and MDOE. During this T&E period, the bidder's proposed project manager and other senior staff must make any requested presentation.

If this T&E stage is conducted, the Evaluation Committee will further assess and validate the functionality and effectiveness of each finalist's proposal through bidder demonstrations, MDOE hands-on tests or both. This assessment and validation may result in changes to the scores of finalist's by the Evaluation Committee.

4.4 Final Scoring

The finalist who achieves the highest score that is, whose proposal reflects the best value offer to MDOE, will be awarded the Agreement subject to successful Agreement negotiations and required Agreement approvals.

5 Appendices

5.1 Appendix A - List of Acronyms

Acronym	Description
BIS	Bureau of Information Services
BDS	Maine Department of Behavioral and Developmental Services
CDS	Child Development Services
COTS	Commercial Off the Shelf
CSD	Community School District
DOC	Department of Corrections
Ed Tech	Educational Technician
EPS	Essential Programs and Services
EUT	Education in the Unorganized Territories
FTE	Full time equivalent
GED	General Equivalency Diploma
GLE	Grade Level Expectations
GPA	General Aid
ISPB	Information Services Policy Board
LEP	Limited English Proficient
MDOE	Maine Department of Education
MEA	Maine Educational Assessment
MEDMS	Maine Education Data Management System
OT	Occupational Therapist
PT	Physical Therapist
RFP	Request For Proposal
SAD	School Administrative District
SAU	School Administrative Unit
SIF	School Interoperability Framework
SIS	Student Information System

5.2 Appendix B - Cost Proposal Form

PROJECT COST:

COST PROPOSAL PHASE 1 PROJECT COST	Proposed Deliverable #	Proposed Deliverable #	Proposed Deliverable #	Proposed Deliverable #	Proposed Deliverable #	Proposed Deliverable #	Proposed Deliverable #	Bidders may insert additional columns as needed	Total
Design									\$0.00
Development									\$0.00
Implementation									\$0.00
Acceptance testing									\$0.00
Production Cutover/Stabilization									\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Software									
Grand Total									

List Hardware Requirements

Signature

5.3 Appendix C - Detailed Logical Flow Of The Proposed MEDMS

The technical specifications and functional requirements in this RFP are organized in subsections that mirror the logical grouping of process flows of the system.

Key to the Process Flow Schematic:

- Not every Process Step (rectangular boxes) implies automation by the MEDMS. These steps are listed in the schematic to communicate the overall business processes required to meet the objectives of the NCLBA, Chapter 125, and Chapter 127.
- Process Steps (rectangular boxes marked with a black triangle on the bottom right corner) specifically identify automation responsibilities and requirements for MEDMS. These specific MEDMS automation responsibilities and requirements are listed in the subsequent sections of this RFP.

RFP Section 2.5 - Functional
Administration and Setup

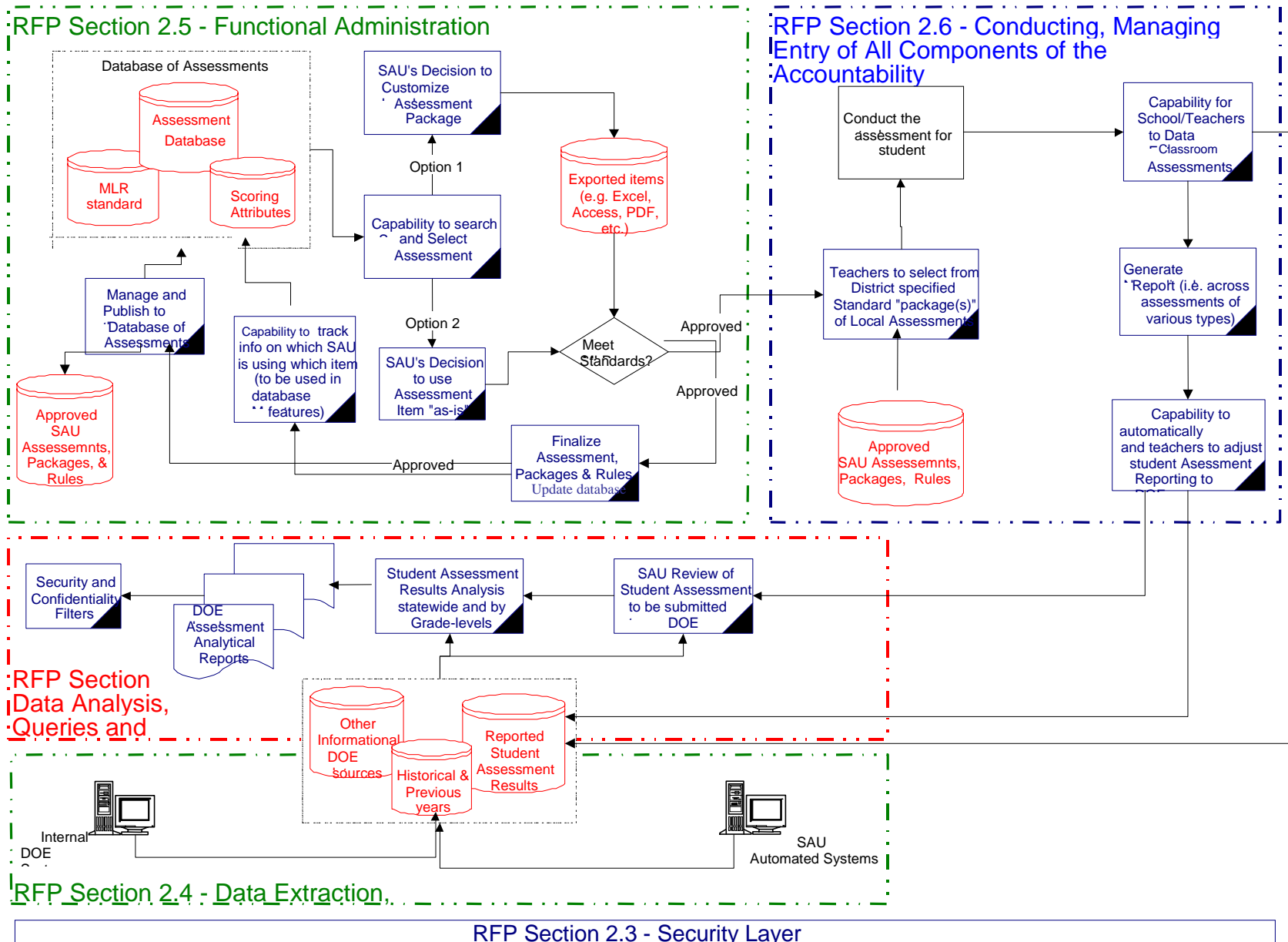
RFP Section 2.6 - Conducting,
Managing and Data Entry of All
Components of the Assessments &
Accountability System

RFP Section 2.7 - Data Analysis, Access, Queries and Reports

RFP Section 2.4 - Data Extraction, Transformation and Load

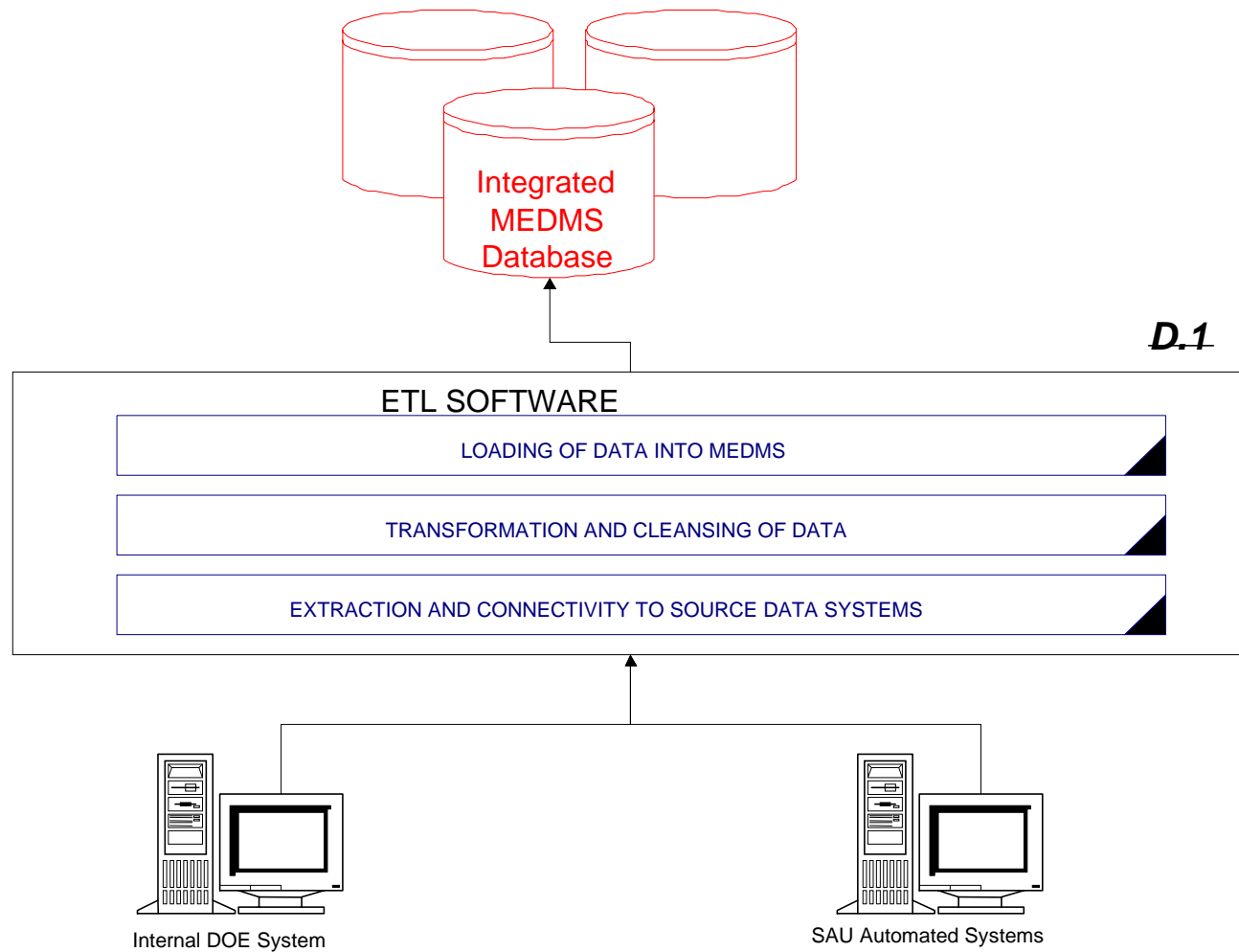
RFP Section 2.3 - Security Layer

High Level Overview of MEDMS Process Flows:

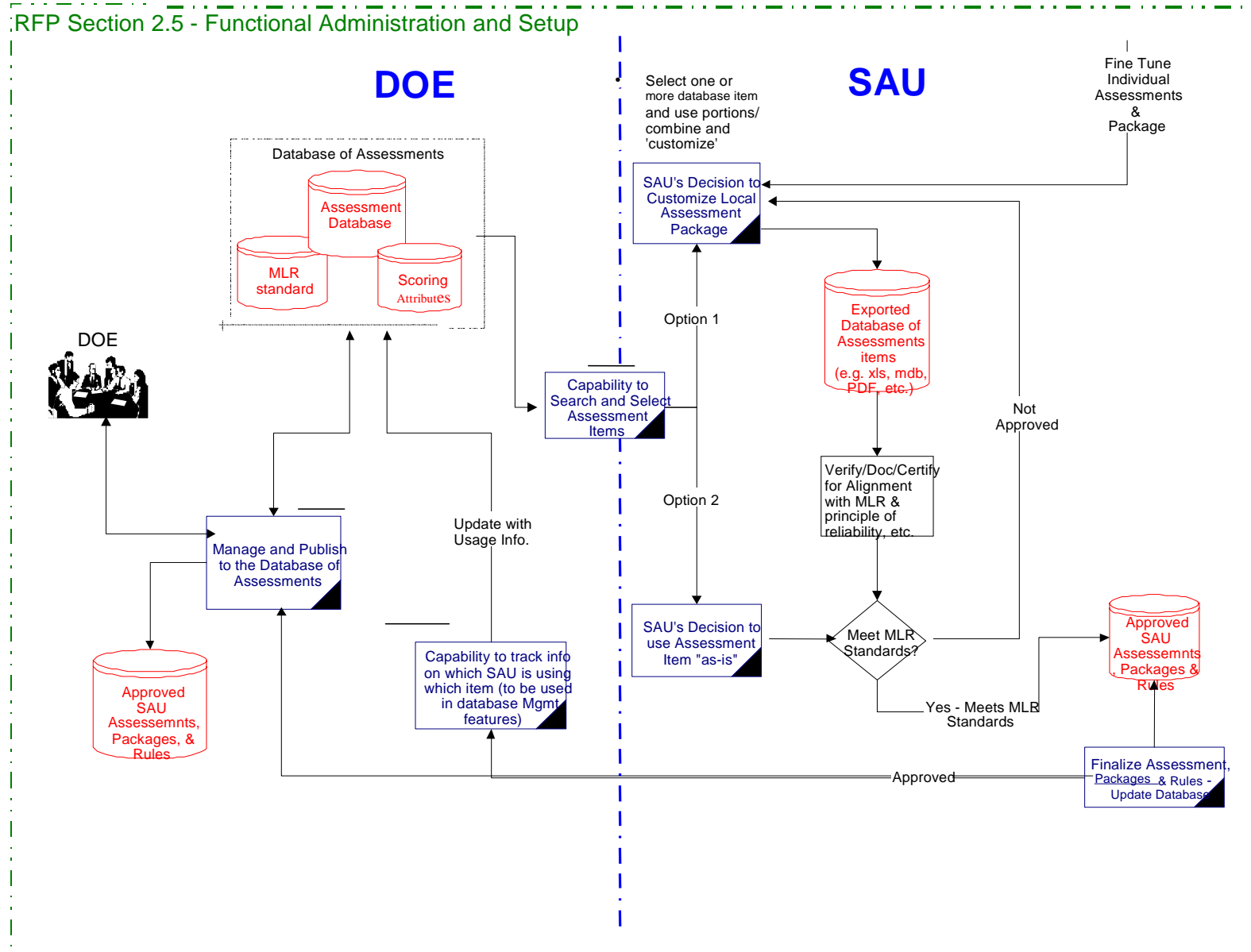


Detailed Process Flow for RFP Section 2.4

RFP Section 2.4 - Data Extraction, Transformation and Load

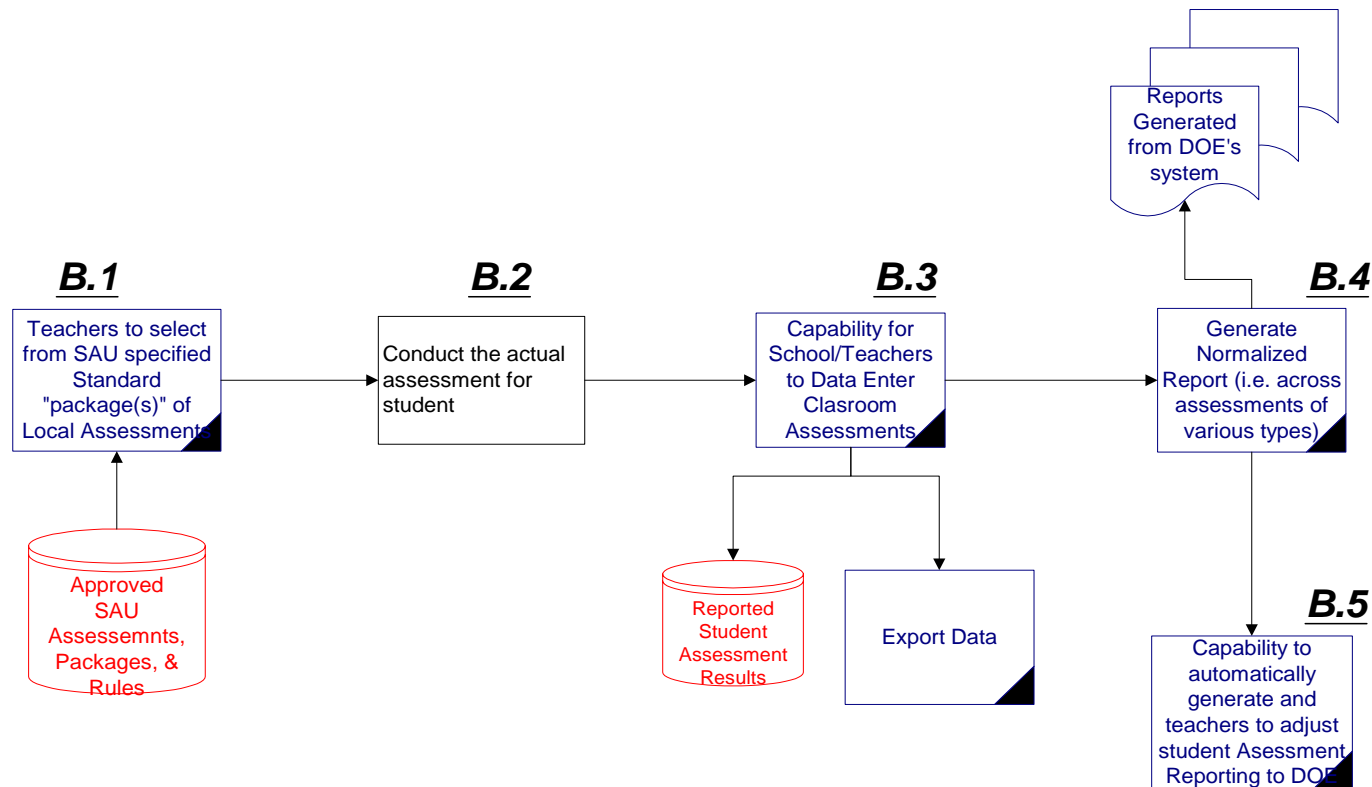


Detailed Process Flow for RFP Section 2.5:



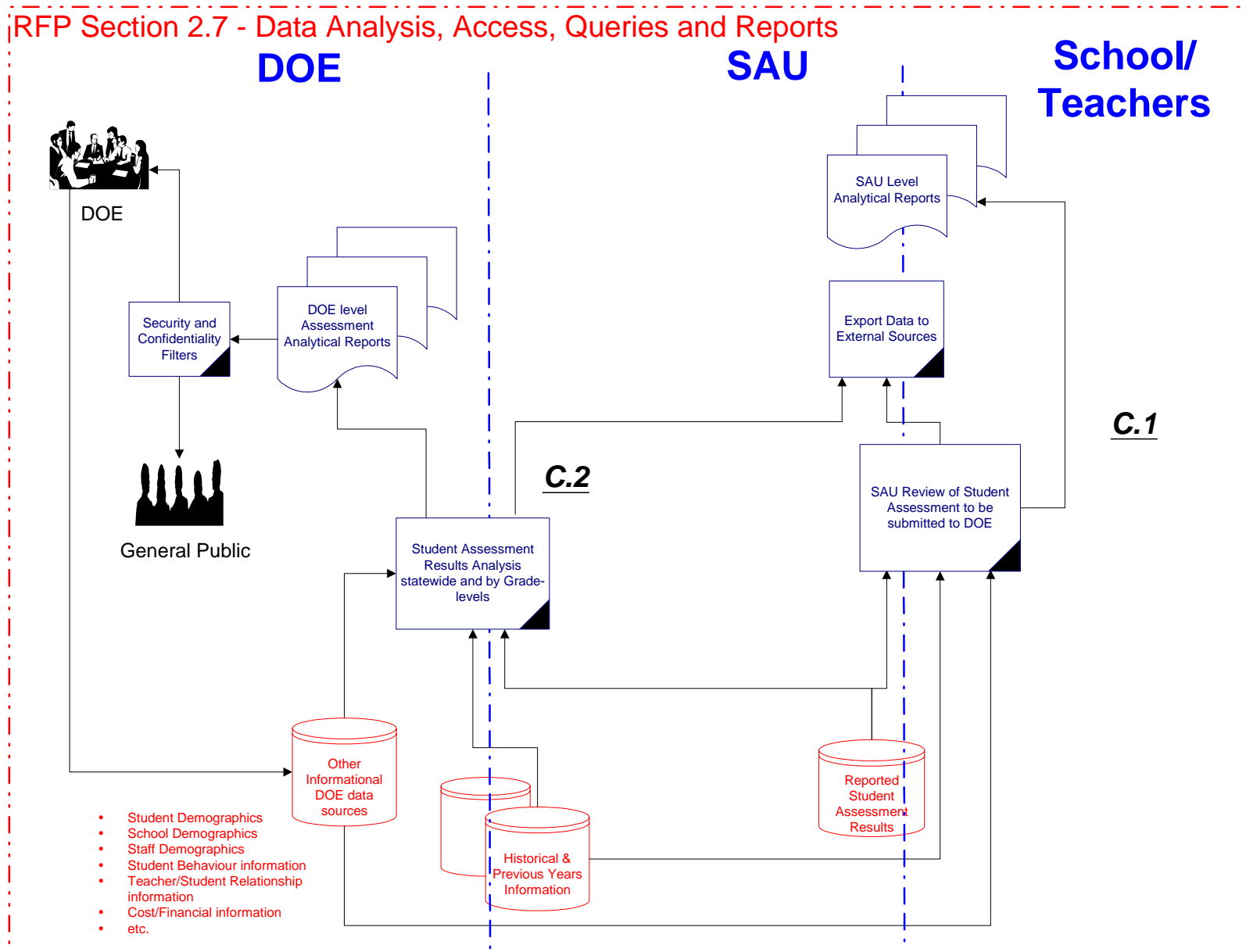
Detailed Process Flow for RFP Section 2.6:

RFP Section 2.6 - Conducting, Managing and Data Entry of All Components of the Assessments & Accountability System



- Data entry MLR templates at by Grade-Level within SAU

Detailed Process Flow for RFP Section 2.7:



5.4 Appendix D - SIF Data Format Technical Information

www.sifinfo.org

5.5 Appendix E - Supporting Policy Documents

Chapter 125 Basic Approval Standards: Public Schools and School Administrative Units

Chapter 127 Instructional Program, Assessment, and Diploma Requirements can be found at the following web site:

<http://www.maine.gov/education/LR%20Rules%20Document.htm>

Chapter 131 Maine Learning Results can be found at the following web site:

<http://www.maine.gov/education/lres/lres.htm>

FERPA can be found at the following web site:

<http://www.ed.gov/offices/OM/fpc/ferpa/index.html>

HIPAA can be found at the following web site:

<http://www.cms.hhs.gov/hipaa/>

NCLBA can be found at the following web site:

<http://www.ed.gov/policy/elsec/leg/esea02/index.html>

Maine's Consolidated Application for Funding under the *No Child Left Behind Act* can be found at the following web site:

<http://www.maine.gov/education/nclb/state%20app/summary.htm>

5.6 Appendix F - Database of Assessments Under Development by MDOE

<http://www.maine1ad.org>

<http://maptasks.org>

5.7 Appendix G - School Administrative Unit Configuration

There are three types of SAUs, related to towns or cities in the State of Maine:

- **School Administrative District (SAD):** An SAD is an SAU that has a board of directors with fiscal autonomy from the municipality. Most SADs have more than 1 town and operate schools K-12.
- **Community School District (CSD):** A CSD is an SAU that has a school committee with fiscal autonomy from the municipality. All CSDs have more than 1 town and they operate schools for any grades pre-K-12, decided by citizens when the district was formed.
- **Municipal School System:** A municipal school system is an SAU that has a school board but the town is fiscal agent, operating schools for any combination of grades pre-K-12 or no school. There are 50 SAUs in Maine with so few students that they do not operate any schools. Students in these SAUs are all tuitioned to other SAUs or to private schools.

In addition to SAUs, the following configurations shall be addressed in the MEDMS:

- **School Union:** A school union is not an SAU. Rather, it is a collection of SAUs that come together for the sole purpose of sharing central office services. The joint union board consists of all the members of member boards. The joint board only meets to employ central office staff and decide on the share of central office costs to be born by each SAU. A school union cannot operate a school. Members of school unions can be municipalities, SADs, or CSDs.
- **Maine Indian Education (MIE) – Administered and run by the Indian Nation, inter or intra tribe.**
- **Private Schools Enrolling at least 60% of Students at Public Expense:** Erskine Academy, Foxcroft Academy, Fryeburg Academy, George Stevens Academy, Lee Academy, John Bapst High School, Liberty School, Lincoln Academy, Maine Central Institute, Thornton Academy, and Washington Academy.

5.8 Appendix H - System of Learning Results

			# Performance Indicators				
Content Clusters		Content Standards	pre-K-2	gr 3-4	gr 5-8	gr 9-12	
Content Areas	English/Lang Arts	Reading & Viewing	A. Process of Reading	7	8	11	11
			B. Literature & Culture	4	12	13	11
			D. Informational texts	1	7	8	6
	Writing & Speaking	E. Process of Writing & Speaking	3	6	3	4	
		F. Standard English Conventions	2	2	2	3	
		G. Stylistic & Rhetorical Aspects of Writing & Speaking	1	7	10	11	
	Integrated Literacy	C. Language & Images	3	6	5	8	
		H. Research-Related Writing & Speaking	3	5	10	12	
	Health & Phys Ed	Health Knowledge	A. Health Concepts	3	7	8	11
			B. Health Information, Services, & Products	1	3	2	4
			D. Influences on Health	2	4	4	4
		Health Skills	C. Health Promotion & Risk Reduction	5	4	6	3
			E. Communication Skills	2	4	4	7
			F. Decision-Making & Goal Setting	2	2	5	5
	Mathematics	Physical Education Knowledge and Skills	A. Physical Fitness	5	7	8	5
			B. Motor Skills	7	9	9	7
			C. Personal & Social Interactions	4	5	7	7
		Numbers and Operations	A. Numbers & Number Sense	4	3	4	2
			B. Computation	3	4	2	2
			I. Discrete Mathematics	2	2	2	4
		Shape and Size	E. Geometry	3	4	4	3
			F. Measurement	3	2	3	2
		Mathematical Decision Making	C. Data Analysis & Statistics	2	2	3	5
	Science & Technology		D. Probability	1	2	4	2
			J. Mathematical Reasoning	2	1	2	1
		Patterns	G. Patterns, Relations, Functions	3	2	3	4
		H. Algebra Concepts	2	2	6	4	
		K. Mathematical Communication	1	1	2	2	
Life Sciences		A. Classifying Life Forms	4	4	3	3	
		B. Ecology	5	4	5	4	
		C. Cells	4	4	5	5	
Physical Sciences		E. Structure of Matter	3	2	8	7	
		H. Energy	2	2	6	9	
		I. Motion	2	3	3	6	
Earth & Space Sciences		D. Continuity & Change	4	4	4	7	
		F. The Earth	3	4	7	6	
		G. The Universe	3	4	5	3	
Nature and Implications of Science		J. Inquiry & Problem Solving	4	6	6	4	
Social Studies		K. Scientific Reasoning	6	6	9	6	
		L. Communication Skills	6	7	6	8	
		M. Implications of Science & Technology	5	4	8	6	
	Economics	A. Personal & Consumer Economics	1	2	3	3	
		B. Economic Systems of the United States	1	2	5	4	
		C. Comparative Systems	0	1	2	2	
		D. International Trade & Global Interdependence	1	1	3	2	
	Geography	A. Skills & Tools	1	2	3	3	
		B. Human Interaction with Environments	1	3	4	4	
	History	A. Chronology	2	2	3	1	
		B. Historical Knowledge, Concepts, & Patterns	2	2	4	7	
		C. Historical Inquiry, Analysis, & Interpretation	1	1	5	4	
	Civics & Government	A. Rights, Responsibilities & Participation	1	3	5	4	
		B. Purposes & Types of Government	1	2	6	5	
		C. Fundamental Principles of Government & Constitutions	1	1	4	7	
		D. International Relations	1	2	3	4	

MEDMS Assessment System
Request For Proposals (RFP)

Content Areas	Content Clusters		Content Standards	# Performance Indicators			
				pre-K-2	gr 3-4	gr 5-8	gr 9-12
	Career Preparation	Career and Life Planning	A. Preparing for the Future	4	5	4	4
			B. Education/Career Planning & Management	3	3	3	4
		Career and Life Management	C. Integrated and Applied Learning	3	3	3	5
			D. Balancing Responsibilities	3	3	5	4
	Modern & Classical Languages	Communication	A. Person-to-person Communications	3	5	3	3
			B. Reading, Listening, & Viewing for Understanding	6	7	9	7
			C. Oral & Written Presentations	1	4	5	7
			D. Workings of Language	2	3	3	5
		Culture	E. Cultural Practices, Products, & Perspectives	2	3	3	4
			F. Cross-Cultural Connections & Comparisons	1	2	4	5
	Vis & Perf Arts	VPA Cluster	A. Creative Expression	15	8	9	9
			B. Cultural Heritage	5	4	6	5
C. Criticism & Aesthetics			4	7	6	4	

5.9 Appendix I - State Accessibility Standards and Policies

Appendix I.1 - Computer Application Program Accessibility Standard

Approved by Information Services Managers' Group 12/10/97

Adopted by the Information Services Policy Board 1/13/98

INTRODUCTION

The purpose of this standard is to ensure that the needs of State employees and citizens of the State of Maine with disabilities are met through reasonable accommodation in the IT products and services of the state. IT products and services include data, voice, and video technologies.

1. Software

1.1 Keyboard Access

- 1.1.1 a program must provide keyboard access to all functions of the application. All actions required or available by the program must be available with keystrokes, i.e., keyboard equivalents for all mouse actions including, but not limited to, buttons, scroll windows, text entry fields and pop-up menus.
- 1.1.2 A program must have a keyboard control sequence among all program controls and focal points. (e.g. using the tab key to navigate among edit fields, text boxes, buttons, and all other controls).
- 1.1.3 the focus must follow the keystroke, that is, using the arrow keys to navigate through a list followed by pressing the ENTER key or spacebar to select the desired item.
- 1.1.4 the software shall not interfere with existing accessibility features built into the operating system, such as Sticky keys, Slow Keys and Repeat Keys.
- 1.1.5 Timed responses are not to be used unless the timing parameter can be adjusted by an individual user.
- 1.1.6 There shall be selectable visual and auditory indication of key status for all toggle keys. (i.e. visual and auditory status indicators for keys such as the Number Lock, Shift/Caps Lock, and Scroll Lock keys).

1.2 Icons

- 1.2.1 All icons shall have clear precise text labels included on the focus or provide a user-selected option of text-only buttons.
- 1.2.2 The use of icons shall be consistent throughout the application.
- 1.2.3 Pull-down menu equivalents must be provided for Icon functions (menu, tool and format bar).
- 1.2.4 There must be keyboard access to all pull-down menus.
- 1.2.5 For graphic text, system text drawing tools or other industry standard methods must be used so that screen reader software can interpret the image.

1.3 Sounds

- 1.3.1 A visual cue for all audio alerts must be provided.
- 1.3.2 The Sounds feature must be supported where built into the operating system.
- 1.3.3 The user must be allowed to disable or adjust sound volume.

1.4 Display

- 1.4.1 Color-coding is not to be used as the only means of conveying information or indicating an action. An alternative or parallel method that can be used by individuals who do not possess the ability to identify colors must always be provided.
- 1.4.2 The application must support user defined color settings system wide. Highlighting should also be viewable with inverted colors.
- 1.4.3 No patterned backgrounds behind text or important graphics are to be used.
- 1.4.4 User adjustment of, or user disabling of flashing, rotating or moving displays must be permitted to the extent that it does not interfere with the purpose of the application.

1.5 Field Labeling

- 1.5.1 Consistently position the descriptions or labels for data fields immediately next to the field.

1.6 Reports and Program Output

- 1.6.1 All reports and program output must be available in a format that is accessible by screen readers and other access systems.

2. Documentation

- 2.1 All documentation must be accessible through industry standard accessibility tools.
- 2.2 Accessibility features must be written and provided as part of documentation for the product.

3. Definitions

- 3.1 Focus: The "current point of action" as indicated by a visual indicator such as a carrot or focus rectangle.
- 3.2 Sticky keys: Sticky keys is a feature of Windows 95 and other operating systems that will allow keys such as the alt, control and shift to maintain their depressed state without being depressed. I.e. to execute a control (O with sticky keys the user would tap the control key then tap the o key).
- 3.3 Inverted colors: Inverted colors are the opposite of each other. For example, the inverse of black on white is white on black.

Appendix I.2 - Maine State Government Web Content Policy - March 13, 2001

PURPOSE

Maine State Government is committed to the Guiding Principles of Universal Access to Information (www.maine.gov - Maximizing Economic Potential-Information Access for Everyone.). This commitment is currently reflected in the existing Computer Applications Program Accessibility Standard, adopted in 1998. In view of recently enacted legislation, Title 5 MRSA~54, requiring forms to be available on the Internet, this document sets forth additional policy to insure the accessibility of Maine State Government web sites.

All citizens and employees, including those who have disabilities, have a right to access Maine's information resources and to that end Maine State Government's facilities, technologies, and services that are sources for information must be designed to provide universal access.

Compliance with the following set of standards will benefit not only our citizens with disabilities, but will also provide an additional benefit to those users who require keyboard access or use text-based browsers, low-end processors, slow modem connections and/or no multi-media capabilities on their computer. It also enhances access to Maine web sites by new technologies, such as Web TV, Internet phones and personal organizers with Internet connectivity.

POLICY

It shall be the policy of the State of Maine that information and services on Maine State Government web sites is designed to be accessible to people with disabilities.

It is the responsibility of the agency and its web page developers to become familiar with the guidelines for achieving these standards and to apply these standards in designing and creating any official State of Maine website.

STANDARD

The following shall comprise the standard as a means to provide optimal access to web sites and content. They are adopted from the World Wide Web Consortia (w3c) content guidelines of May 1999 and are adapted for Maine. (www.w3c.org/TR/WAI-CONTENT/checkpoint-list.htm)

In addition, each site shall contain a contact mechanism so those individuals who have trouble accessing any portion of the site can report the problem to the site's Webmaster or a designated individual.

General

1. Provide a text equivalent for every non-text element (e.g., via "alt", "longdesc", or in element content). This includes: images, graphical representations of text (including symbols), image map regions, animations (e.g., animated GIFs), applets and programmatic objects, ASCII art, frames, scripts, images used as list bullets, spacers, graphical buttons, sounds (played with or without user interaction), stand-alone audio files, audio tracks of video, and video. (1.1 checkpoint)
2. Ensure that all information conveyed with color is also available without color, for example from context or markup. (2.1 checkpoint)

3. Clearly identify changes in the natural language of a document's text and any text equivalents (e.g., captions). (4.1 checkpoint)
4. Organize documents so they may be read without style sheets. For example, when an HTML document is rendered without associated style sheets, it must still be possible to read the document. (6.1 checkpoint)
5. Ensure that equivalents for dynamic content are updated when the dynamic content changes. (6.2 checkpoint)
6. Until user agents allow users to control flickering, avoid causing the screen to flicker. (7.1 checkpoint)
7. Use the clearest and simplest language appropriate for a site's content. (14.1 checkpoint)
8. Use relative rather than absolute units in markup language attribute values and style sheet property values. (3.4 checkpoint)
9. Use header elements to convey document structure and use them according to specification. (3.5 checkpoint)

Images and image maps

1. Provide redundant text links for each active region of a server-side image map. (1.2 checkpoint)
2. Provide client-side image maps instead of server-side image maps except where the regions cannot be defined with an available geometric shape. (9.1 checkpoint)

Tables

1. For data tables, identify row and column headers. (5.1 checkpoint)
2. For data tables that have two or more logical levels of row or column headers, use markup to associate data cells and header cells. (5.2 checkpoint)
3. Do not use tables for layout unless the table makes sense when linearized. Otherwise if the table does not make sense, provide an alternative equivalent (which may be a linearized version.) (5.3 checkpoint)

Frames

1. Title each frame to facilitate frame identification and navigation. (12.1 checkpoint)

Applets and scripts

1. Ensure that pages are usable when scripts, applets, or other programmatic objects are turned off or not supported. If this is not possible, provide equivalent information on an alternative accessible page. (6.3 checkpoint)

Multimedia

1. Until user agents can automatically read aloud the text equivalent of a visual track, provide an auditory description of the important information of the visual track of a multimedia presentation. (1.3 checkpoint)

2. For any time-based multimedia presentation (e.g., a movie or animation), synchronize equivalent alternatives (e.g., captions or auditory descriptions of the visual track) with the presentation. (1.4 checkpoint)

If all else fails

1. If, after best efforts, you cannot create an accessible page, provide a link to an alternative page that uses W3C technologies, is accessible, has equivalent information (or functionality), and is updated as often as the inaccessible (original) page. (11.4 checkpoint)

Portable Document Format (PDF) on the Internet. This section of the standard refers specifically to document image files that are created using the Portable Document Format. PDF is specified here because it is so widely used. The standard is intended to apply to any document image file, however, regardless of its format.

PDF Documents

PDF is a commonly used format for making documents available over the Internet. Some PDF documents cannot be converted to speech output that is readable by assistive technologies, while other PDF documents cannot be converted to speech output accurately. In order to make information posted on State web sites usable by assistive technologies, the following requirements apply to the use of PDF documents:

- (1) Each new PDF document posted on a State web site after May 1, 2001 requires an equivalent version of the document also is posted in ASCII or HTML text format. A link to the alternate ASCII or HTML text version of the document shall be prominently displayed next to the link leading to the PDF document.
- (2) Each PDF document posted on a State web site prior to May 1, 2001 requires either:
 - a) an equivalent version of the document also be posted in ASCII or HTML text format and that a link to the alternate version of the document be prominently displayed next to the link leading to the PDF document file; or,
 - b) a text explanation of how an accessible version of the PDF document may be obtained be prominently displayed next to the link leading to the PDF document. At a minimum, the explanation shall identify a telephone number or an email address which can be contacted to request an accessible version of the document; the format(s) in which the accessible version of that document may be obtained (e.g., ASCII text file, HTML text file); and the maximum number of business days before the accessible version of the document will be sent to the requesting individual.

EXCEPTION: An exception to the requirements in (1) and (2) above shall be allowed in the following circumstance: those PDF documents that depict information that, by its very nature is graphical, such as maps, requirement to post an accessible version building plan drawings, and pictorial diagrams, are exempt from the. However, a brief text description of the general nature of the information contained in the PDF document shall be prominently displayed next to the link leading to the PDF document.

PDF Forms This section of the standard refers specifically to electronic forms that are created using the Portable Document Format. PDF is specified here because it is so widely used. The standard is intended to apply to any electronic form, however, regardless of its format.

Forms created as PDF files cannot be accurately converted to speech output that are usable by assistive technologies. In order to make forms posted on State web sites accessed by assistive technologies, the following requirements apply to the use of PDF forms:

Each form posted on a State web site as a PDF file requires an equivalent version of the form also be posted in a format that allows a person using speech output to access the form's field elements, information, and functionality required for completion and submission of the form, including all directions and cues. A link to the alternate form shall be prominently displayed next to the link leading to the PDF form.

EXCEPTION: An exception to the requirements shall be allowed in the following circumstance: If a PDF form is made available only to provide a means to distribute it electronically so that users can print it and fill it out by hand, then an accessible alternative is not required.

TIME FRAME for COMPLIANCE

1. All new web pages, new documents, and new forms posted or revised after May 1, 2001 shall comply with the standard.
2. For web sites posted before May 1, 2001 and any subsequent revisions or updates, the home page and first three levels shall comply with the standard no later than September 1, 2001 and all levels must comply with the standard no later than May 1, 2002.

WAIVERS

Any requests for waivers to the standard shall follow the current Policy on Administration of Standards.

NOTE: The Addendum below applies only to an application that is delivered via the Intranet. Applications delivered via the Internet are considered web content and are covered by the Standard.

Client/Server Applications on the State Government Intranet

Some client/server applications currently delivered via the State Government Intranet are not accessible according to the standards contained in this policy. While every effort should be made to comply with the standard, for any employee who needs to use a non-conforming application, it shall be ported to their desktop. Since the desktop version shall be accessible by virtue of its adherence to the Computer Applications Program Accessibility Standard adopted by the Information Services Policy Board in 1998, an employee will then have equivalent access and be able to do the work required.

It is imperative that full desktop installation documentation be available to support staff, upon request, for the duration of the application. To this end, an electronic version of the documentation, and any updates that occur within the life cycle of the application, shall be forwarded to the Accessibility Committee web site for storage within 30 calendar days of production installation. This electronic documentation shall be available to others who need and request it.

Time Frame for Compliance. Client/ Server Applications standard shall take effect May 1, 2001.

5.10 Appendix J – Standard Agreement

(A sample of the State's standard Agreement shown below)

Page 1 of _____

Agreement No: _____

STATE OF MAINE
DEPARTMENT OF EDUCATION

Agreement to Purchase Services

THIS AGREEMENT, made this _____ day of _____, _____, is by and between the State of Maine, Department of Education, hereinafter called "Department," and _____, located at _____, telephone number _____, hereinafter called "Provider", for the period of _____ to _____.

The Employer Identification Number of the Provider is _____

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

Rider A - Specifications of Work to be Performed

Rider B - Payment and Other Provisions

Rider C - Exceptions

Rider D - Additional Requirements

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in _____ original copies.

DEPARTMENT OF EDUCATION

By: _____
Susan A. Gendron, Commissioner
and

By: _____
Name and Title, Provider Representative

Total Agreement Amount: \$_____

Approved:

State Controller

Chair, State Purchases Review Committee

BP54 (Rev 4/98)

MFASIS ACCOUNT CODING

VENDOR CODE	DOC TOTAL	FND	AGY	ORG	SUB ORG	APPR	ACTIVITY	OBJ	SUB ORG	JOB NO.	REPT. CATG.

VENDOR CODE	DOC TOTAL	FND	AGY	ORG	SUB ORG	APPR	ACTIVITY	OBJ	SUB ORG	JOB NO.	REPT. CATG.

RIDER A - SPECIFICATIONS OF WORK TO BE PERFORMED

RIDER B - METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$.00
2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

The retainage will be managed as follows:

A percentage of the total cost for the work provided by the provider will be withheld by MDOE until the provider and MDOE agree that all “deliverables” within a phase have been met. This percentage is not to exceed fifteen (15) percent of the total contract price. Once agreement has been achieved, payment of the retainage shall be paid in combination with the first scheduled payment of the next phase (per the payment schedule) with the exception of the last retainage payment which will be paid 30 days after the completion of the work.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved invoices within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Provider shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.
23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.
25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.
26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State’s option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of

the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C – EXCEPTIONS

RIDER D - ADDITIONAL REQUIREMENTS

1. CONFIDENTIALITY OF INFORMATION. All materials and information provided to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether verbal, written, magnetic media, cards, or any other format shall be regarded as confidential information in accordance with the provisions of State and Federal law and ethical standards, and all necessary steps shall be taken by the Provider to safeguard the confidentiality of such material or information in conformance with State and Federal law and ethical standards.

2. OWNERSHIP OF INFORMATION, SOFTWARE, AND DATA. All notebooks, plans, working papers, or other work produced in the performance of this Agreement are the joint property of the Department and upon request shall be turned over to the Department. The State and the Federal government shall have unlimited rights to use, disclose, duplicate, modify or publish for any purpose whatsoever all information and data developed, derived, documented, or furnished by the Provider under this Agreement. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable federal and State law.